

Memorandum



Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(A)(1)(I)

Subject: Resolution Authorizing Execution of First Amendment to BFC Airport Stores, LLC Lease and Concession Agreement at Miami International Airport, modifying the Use of Premises clause for Concept #2, Space 6G2041.

Recommendation

It is recommended the Board approve the attached First Amendment to the Lease and Concession Agreement ("Agreement") with BFC Airport Stores LLC ("BFC"), which authorizes the Mayor or his designee to modify the Use of Premises clause so as to authorize the sale of luggage and travel accessories in Space# 6G2041. It is also recommended, pursuant to Section 5.03D of the Charter, and Section 2-8.1 of the Code, that the Board waives competitive selection procedures.

Scope

Miami International Airport is located within Commission District Six. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.

Fiscal Impact/Funding Source

This is a revenue generating item to the County.

Track Record/Monitor

BFC Airport Stores LLC has performed satisfactory in the operation of its retail stores at MIA according to Patricia Ryan, Commercial Operations Manager

Background

On December 17, 2002, this Board approved a lease and concession agreement between Miami-Dade County ("County") and BFC, for the operation of two retail concepts in the Terminal Building at Miami International Airport ("MIA"). BFC was authorized to operate a leather shop (Concept #1) in Space E2080 and a soaps and scents store (Concept #2) in Space G2041. The duration of the agreement is five (5) years beginning May 30, 2003, the turnover date of the space, with payment provisions that include a monthly rent, and a Minimum Annual Guarantee ("MAG"), currently \$206,806.08, or percentage of gross revenues, whichever is greater. The agreement is due to expire May 29, 2008. However, the current agreement provides for two one-year extensions at the option of the County.

BFC has requested a modification to the Use of Premises clause for Concept #2, soaps and scents, of its contract because of decreases in consumer demand for the higher value creams and lotions as a result of the gels, lotions and liquids restrictions imposed by the Transportation Security Administration (TSA) in August 2006. Substitution or alterations of concepts is not permitted under the current agreement.

After careful consideration, the Aviation Department believes it would be in the best interest of the County to modify the permitted use language for Space G2041 to allow the sale of luggage and travel accessories to help offset the decrease in sales resulting from the TSA restrictions.

PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	BFC Airport Stores LLC
TERM OF AGREEMENT:	Five years commencing on May 30, 2003, the turnover date of the space
OPTION(S) TO RENEW:	Two 1 year extensions
PAYMENTS TO THE COUNTY:	\$206,806.08 (Minimum Annual Guarantee) The Concessionaire shall pay the Department the minimum monthly guarantee or the percentage fee of monthly gross revenues whichever is greater.
CONTRACT MEASURES:	21% DBE
CONTRACT MEASURES ACHIEVED:	21% DBE – Bright Additions, Inc (100% Certified DBE) Bright Addition, through various acquisitions, currently owns 100% of BFC Airport Stores, LLC.
COMPANY PRINCIPALS:	Cristina and Cirilo Rodriguez.
GENDER, ETHNICITY OWNERSHIP BREAKDOWN:	Hispanic
COMPANY LOCATION:	Miami-Dade County, Florida
PREVIOUS AGREEMENTS: WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	One Agreement - The current agreement at MIA


Assistant County Manager

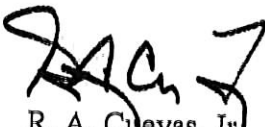


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(I)

Please note any items checked.

☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

☐ 6 weeks required between first reading and public hearing

☐ 4 weeks notification to municipal officials required prior to public hearing

☐ Decreases revenues or increases expenditures without balancing budget

☐ Budget required

☐ Statement of fiscal impact required

☒ Bid waiver requiring County Manager's written recommendation

☐ Ordinance creating a new board requires detailed County Manager's report for public hearing

☐ Housekeeping item (no policy decision required)

☐ No committee review

Approved _____ Mayor

Agenda Item No. 8(A)(1)(I)

Veto _____

09-04-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF FIRST
AMENDMENT TO BFC AIRPORT STORES, LLC LEASE AND
CONCESSION AGREEMENT AT MIAMI INTERNATIONAL
AIRPORT, MODIFYING USE OF PREMISES PROVISIONS TO
PERMIT SALE OF LUGGAGE AND TRAVEL ACCESSORIES,
AND WAIVING COMPETITIVE SELECTION
REQUIREMENTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the First Amendment to the Lease and Concession Agreement between Miami-Dade County and BFC Airport Stores, LLC at Miami International Airport, which amendment modifies the use of premises provisions to permit the sale of luggage and travel accessories in Space No. 6G2041 rather than soaps and scents. This Board authorizes the Mayor or his designee to execute the First Amendment in substantially the form attached hereto on behalf of the County. Pursuant to Section 5.03D of the Charter and Section 2-8.1 of the Code, the competitive selection process is hereby waived upon the recommendation in writing of the County Manager.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

RW

Roy Wood

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FIRST AMENDMENT
FOR NON-EXCLUSIVE
LEASE AND CONCESSION AGREEMENT FOR
SPECIALTY RETAIL TRANSITION PROGRAM
AT MIAMI INTERNATIONAL AIRPORT

This Amendment is made and entered into as of this _____ day of _____, 2007, by and between MIAMI-DADE COUNTY, FLORIDA ("hereafter referred to as "County"), a political subdivision of the State of Florida and the Miami-Dade Aviation Department (hereafter referred to as the "Department") and BFC AIRPORT STORES LLC, (hereafter referred to as "Concessionaire"), a Florida Corporation authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the Lease and Concession Agreement will enhance the merchandise offering to airline passengers and Airport patrons, and project a positive image of the Airport, Department, and the County to visitors, as further described herein; and

WHEREAS, the parties agree to revise the Lease and Concessions Agreement at Miami International Airport between the "County" and BFC Airport Stores LLC ("concessionaire"), which was approved by the Board of County Commissioners on December 30, 2002, as appears on record by resolution No. R-1455-02, and

NOW, THEREFORE, in consideration of the Locations, Agreements, and the mutual covenants herein contained, the parties agree as follows:

Delete 1.04 PREMISES: The County hereby leases to the Concessionaire the Premises as depicted in Exhibit A, "Specialty Retail Transition Program Spaces" dated February 1, 2002:

Package # 2

Concept# 1: <u>Leather</u> ,	Location ID# <u>6E2080</u>	S.F. <u>874</u>
Concept# 2: <u>Soaps & Scents</u> ,	Location ID# <u>6G2041</u>	S.F. <u>760</u>

Substitution or alteration of concepts is not permitted under this agreement.

Honorable Bruno A. Barreiro, Chairman
And Members,
Board of County Commissioners

No support or storage space is included in this Agreement. Concessionaire must make arrangements for support space, within the Premises or use off-Airport properties. Off-Airport properties used as support space will not be considered as part of the Improvements to the premise, as stated in Article 4 "Improvements to the Premises" or as an extension of this Agreement, and shall not be reimbursed.

Add 1.04 **PREMISES:** The County hereby leases to the Concessionaire the Premises as depicted in Exhibit A, "Specialty Retail Transition Program Spaces" dated February 1, 2002:

Package # 2

Concept# 1: Leather, Location ID# 6E2080 S.F. 874
Concept# 2: Luggage & Travel Accessories, Location ID# 6G2041
S.F. 760

Substitution or alteration of concepts is not permitted under this agreement.

No support or storage space is included in this Agreement. Concessionaire must make arrangements for support space, within the Premises or use off-Airport properties. Off-Airport properties used as support space will not be considered as part of the Improvements to the premise, as stated in Article 4 "Improvements to the Premises" or as an extension of this Agreement, and shall not be reimbursed.

Delete **ARTICLE 2 – USE OF PREMISES**

The Concessionaire shall have the right, privilege, and obligation to develop, lease, or operate the non-exclusive Premises for the purpose of establishing state of the art concepts listed below retail premises as approved by the Department. Packages and concepts are as follows:

Package # 2

Concept# 1: Leather, Location ID# 6E2080 S.F. 874
Concept# 2: Soaps & Scents, Location ID# 6G2041 S.F. 760

Honorable Bruno A. Barreiro, Chairman
And Members,
Board of County Commissioners

The Concessionaire shall not provide any services or sell any item or product not specifically covered by the concept(s) approved for this Agreement. Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or serve of the unapproved product immediately, upon written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

SUBSTITUTION OR ALTERATION OF CONCEPTS IS NOT PERMITTED UNDER THIS AGREEMENT.

Add ARTICLE 2 – USE OF PREMISES

The Concessionaire shall have the right, privilege, and obligation to develop, lease, or operate the non-exclusive Premises for the purpose of establishing state of the art concepts listed below retail premises as approved by the Department. Packages and concepts are as follows:

Package # 2

Concept# 1: Leather, Location ID# 6E2080 S.F. 874

Concept# 2: Luggage & Travel Accessories, Location ID# 6G2041
S.F. 760

The Concessionaire shall not provide any services or sell any item or product not specifically covered by the concept(s) approved for this Agreement. Any further designation or description of Concept# 2 stated in any subsequent provision of this Agreement shall mean the use for luggage and travel accessories as provided herein above. Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or serve of the unapproved product immediately, upon written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

SUBSTITUTION OR ALTERATION OF CONCEPTS IS NOT PERMITTED UNDER THIS AGREEMENT.

Honorable Bruno A. Barreiro, Chairman
And Members,
Board of County Commissioners

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed by their appropriate officials as of the date first above written.

ATTEST:

Secretary [Signature]
(Signature and Seal)

member
(Type Name & Title)

CONCESSIONAIRE

BEC Airport Stores, LLC
(Legal Name of Corporation)

By: [Signature]
Concessionaire - Signature

Name: Cristina Rodriguez
member
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

Approved for Form
and Legal Sufficiency

[Signature]
Assistant County Attorney

Attest: Harvey Ruvlin, Clerk

By: _____
Deputy Clerk

Resolution No: _____

Date: _____